



REQUEST FOR PROPOSAL

for

VETERINARY MEDICINE HOSPITAL INSPECTION PROGRAM

IFB/RFP VMB-05-01

May 26, 2006

State of California
VETERINARY MEDICAL BOARD
Department of Consumer Affairs
1625 North Market Street, Suite S103
Sacramento, CA 95834



VETERINARY MEDICAL BOARD
REGISTERED VETERINARY TECHNICIAN COMMITTEE
1420 HOWE AVENUE, SUITE 6, SACRAMENTO, CA 95825-3228
TELEPHONE: (916) 263-2610 / FAX: (916) 263-2621
WEBSITE: <http://www.vmb.ca.gov>



REQUEST FOR PROPOSAL
Notice to Prospective Proposers

DATE: May 26, 2006

You are invited to review and respond to this Request for Proposal (RFP), entitled Veterinary Medicine Hospital Inspection Program, RFP No. VMB-05-01. In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.dgs.ca.gov/contracts. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Consumer Affairs, this Request for Proposal is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Brian Dawley
Department of Consumer Affairs
1625 North Market Blvd., Suite S103
Sacramento, CA 95848
(916) 574-7296
Fax: (916) 574-8658
E-mail: Brian_Dawley@dca.ca.gov

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing or as an official addendum to this RFP.

Brian Dawley
Contract Administrator

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**Refer to the listed web sites for required forms.*

***These documents are not required with the bid package but are required upon award of the contract.*

A. Purpose of Bid Proposal

The Veterinary Medical Board (herein after referred to as "the Board") is one of many regulatory agencies within the Department of Consumer Affairs. The Board's mission is: "To provide protection for consumers and animals through proper licensing of Veterinarians, Registered Veterinary Technicians (RVT) and registered veterinary premises, and through vigorous enforcement of the "California Veterinary Medicine Practice Act." The Board administers a hospital inspection program as one method to protect public health and safety, and the health and welfare of animal patients. Since the public cannot ascertain whether a veterinary practice meets a safe standard, the Board assures the public that the facility conforms to a safe standard by utilizing California licensed Veterinarians and RVT's to perform premise inspections to ensure compliance with the minimum standards.

Pursuant to Business and Professions Code Section 4809.7; and 4854, the Board is mandated to establish a regular hospital inspection program, and, to ensure that all premises where veterinary medicine is being conducted are sanitary and conform to the minimum standards of practice, which encompass sanitation, practice management, practice techniques and record keeping. In order to monitor the minimum standards of practice within the veterinary profession, inspections of veterinary premises is mandatory. A basic knowledge of the daily routine of practice and veterinary procedures allows the inspector to identify what constitutes the minimum standards of practice. Utilizing licensed Veterinarians and RVTs with extensive education and technical experience to identify problem areas within a veterinary premises will ensure a high quality hospital inspection.

B. Description of Services

The successful bidder or bidders will be awarded a contract to serve as a Hospital Inspector (Contractor) with the Board for a two-year period with a proposed start date of August 1, 2005 and an end date of June 30, 2007. The awarded contract will have an option to amend for an additional two-year period at the discretion of the Department of Consumer Affairs, and with the pre-approval of the Department of General Services/Office of Legal Services. The Inspector (Contractor) will inspect hospital/medical facilities in the region(s), in which he or she is awarded the contract.

The Inspector (Contractor) will be responsible for the following:

1. Inspecting veterinary premises for compliance with the related provisions of the Business and Professions Code, California Code of Regulations, and the Health and Safety Code;
2. Maintaining records of inspections;
3. Preparing written invoices for completed inspections;
4. Writing inspection reports;
5. Gathering evidence for use and assistance in hearings and prosecutions;
6. Interviewing and consulting with licensees to identify violations and ensure compliance;
7. Distributing educational materials to licensees;
8. Testifying at hearings;

The Inspector (Contractor) may be required to testify at Hearings, throughout the State of California, at a minimum of one to two times per year. The Inspector (Contractor) will be notified in advance of the Hearing. A separate invoice will be used to reimburse the Inspector (Contractor) for this service.

The Inspector (Contractor) will be required to maintain monthly contact with the Board through a Board designee throughout the term of the contract. In addition, the Inspector (Contractor) will be required to submit a status report on all hospital inspections on January 10th of each State Fiscal Year, during the contract. A training session will be required for Inspectors (Contractors) after award. The training session will take place at the Veterinary Medical Board office located at 1420 Howe Avenue, Suite 6, Sacramento, California 95825. The training session will be approximately 8 hours and will occur once each State Fiscal Year, during the contract. The details of the training session (with scheduling flexibility) will be arranged by the Enforcement Program Manager, who oversees the Hospital Inspection Program. Inspectors (Contractors) will be reimbursed, for expenses incurred for the required training session through a witness fee claim invoice, separate from the contract.

The Board has divided California into five (5) regions for inspection purposes. Please refer to Attachment 6 – Region Map, for a view of the regions and the counties within. The Board is accepting bids for Hospital Inspectors (Contractors) for three (3) of the five (5) regions. Below is an outline of the regions available for bid:

Region	Counties
3	Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, and Tuolumne
4	Los Angeles, San Bernardino, and Ventura
5	Imperial, Orange, Riverside, and San Diego

The Board assigns a specific number of premises to be inspected within each region which is dependent on the final bid amount. The Board, at its discretion, may implement timelines for completing hospital inspections, and submission of status reports.

It is in the inspector's discretion to invoice on an intermittent basis. This may include billing per inspection, monthly, quarterly, or on a lump sum payment invoice after completion of all inspections.

Some premises only operate during the evening hours or on weekends. Due to the type and nature of veterinary hospitals, it is necessary for some inspections to occur outside regular working hours, including evenings or weekends.

All inspection materials, letters, evidence, photographs, and data, etc. are confidential and must be returned to the Board by the end of the contract period. Each Inspector (Contractor) will be required to sign a statement of confidentiality.

C. Contract Term and Limitations

The projected term of the awarded contract will be from August 1, 2005 through June 30, 2007. An Inspector (Contractor) will only be awarded a contract to serve as Hospital Inspector (Contractor) for a maximum of two (2) regions.

D. Evaluation Process/Bidder Qualifications

The evaluation process involves three stages of review. The three stages consist of:

1. STAGE 1 - Minimum Qualifications

The minimum qualifications shown below must be met by the bidder prior to the bid submission deadline. Any bid failing to meet the minimum qualifications will have the bid returned with the Bid Cost Proposal portion unopened. This information can be submitted on the application included as Attachment 2 of this RFP. In addition to the application, a resume or curriculum vitae must be attached.

- Possess a valid and current California Veterinary License or RVT certificate and;
- Five (5) years of work experience in clinical practice within the previous 7 years and;
- No past or current disciplinary action taken against license or certificate in this or any other state or territory; and,
- No unsatisfactory evaluation(s) filed with the Department of General Services, Office of Legal Services.

The awardee **must be** a California Licensed Veterinarian or RVT. Only the Licensed Veterinarian or RVT who submits the bid and meets the minimum qualifications is authorized to perform the inspections.

Special Personal and Physical Characteristics

The Inspector (Contractor) must be able to read, write and speak English at a level necessary for job performance; to interpret and apply sections of State laws which relate to veterinary practice; to analyze data and draw sound conclusions; to think and act quickly and appropriately in extreme situations; to write complete and concise reports; to deal with people in a courteous and fair manner. The Inspector (Contractor) must also be able to walk long distances; travel throughout the state and work odd and irregular hours. Keeness of observation, appropriate demeanor and professional attire are required as each Inspector (Contractor) is a representative of the State of California and Veterinary Medical Board.

2. STAGE 2 - Qualifying Education and Experience and Quality of Proposal (100 points)

This contract sustains an ongoing veterinary hospital inspection program. The Board seeks proposals that provide for qualified veterinarians and RVTs to perform the hospital inspections. On Attachment 3, the bidder must demonstrate in writing how he/she qualifies through education and experience for each category. The four categories are:

Category 1: Knowledge of Current Acceptable Veterinary Practice.
(40 Points)

Have knowledge of current acceptable veterinary practice including, but not limited to: record keeping; sanitation; building safety, standards regarding veterinary establishments; equipment used in veterinary hospitals; instrumentation use; treatment procedures; written record keeping requirements; drug dispensing and drug inventory requirements; RVT duties, unregistered assistant duties and scope of practice for each license type; inspection techniques and procedures for rules of evidence followed in court and administrative

hearings; basic veterinary hospital management principles, e.g., veterinarian/client/patient relationship, proper patient management; acceptable housing standards; narcotic logs.

Category 2: Knowledge of the laws Relating to the Practice of Veterinary Medicine.
(40 Points)

Conduct hospital inspections to assure compliance with the provisions of the Business and Professions Code, California Code of Regulations, and Health and Safety Code. Knowledge of the laws relating to the practice of veterinary medicine.

Category 3: Understand the Necessity of Maintaining Minimum Standards.
(15 Points)

Understand the necessity of maintaining the minimum standards of practice of veterinary hospitals through the hospital inspection program and understand the Veterinary Medical Board's role as a regulatory agency and its responsibility to consumers of veterinary services and the veterinary medical profession.

In addition to the bidder's response on the above, the RFP review committee will issue a score based on the criteria below.

Category 4: Quality of Bid Proposal.
(5 points)

1. Organization and specificity of the bid.
2. Ability of the bidder to communicate clearly and demonstrate understanding of the inspection program.

Minimum Score

After reviewing each response, the performance evaluations are scored based on how the bidder's education and experience best qualifies them within each category. **You must obtain an average minimum score of 85 points out of the 100 maximum points available, in order to proceed to the third stage of the evaluation process, which is the Cost Proposal.** Proposals not reaching a minimum average score of 85 will be deemed non-responsive and have the cost portion of the bid returned unopened.

3. STAGE 3 – Bid Cost Proposal Opening

Inspectors (Contractors) are paid on a per-hospital-inspection basis. The inspection bid/cost must include the cost of the initial inspection and a second follow-up compliance inspection, if deemed necessary. In some instances, the Inspector (Contractor) may determine that a Letter of Compliance is more appropriate than a re-inspection. If a Letter of Compliance is the chosen method, it is the Inspector's (Contractor's) responsibility to send out compliance correspondence and to ensure that the Board receives a copy of the compliance documentation. If the Board determines that a Letter of Compliance is not adequate, the Board may require a second inspection at the facility.

The Inspector (Contractor) will be required to complete a Hospital Inspection Report for each hospital inspection, refer to Attachment 7. This form will be used by the Inspector (Contractor)

when the inspections are conducted. On the Hospital Inspection Report, the compliance section must be completed if the hospital has passed the inspection. If a second inspection is necessary and it reveals that there is non-compliance, the Inspector (Contractor) must document the violation(s), as instructed, and forward the Hospital Inspection Report to the Board. If the Board requires a third inspection, the Board will reimburse the Inspector's (Contractor's) expenses. When the Board's staff receives the Hospital Inspection Report, the report is checked for compliance and completeness. An invoice for payment should not be submitted until the hospital is approved, a Letter of Compliance received, or a follow-up inspection has been conducted and a report is completed. Once the invoice for such inspection(s) are reviewed and approved by the Board's Executive Officer, it is then forwarded to the Department of Consumer Affairs Accounting Office for payment. All inspections must be completed by May 15th of each State Fiscal Year, of the contract.

E. Bid Requirements and Information

1. Time Schedule

Release RFP	May 26, 2006
Deadline to submit bid proposal	June 26, 2006
Evaluation of Proposals	June 27, 2006
Public Opening of Bid Cost Proposals	July 5, 2006
Notice of Intent to Award Posted	July 6, 2006
Final Date to Protest Award	July 13, 2006
Contract Start Date	August 1, 2006 or Upon Approval
2005/06 Final Report Due	June 30, 2007
Contract Term Date	June 30, 2007

The Board reserves the right to modify the above schedule of events before the bid proposal submission deadline. If modified, an addendum will be issued to all parties requesting copies of this RFP.

2. RFP Submission Instructions

a. Bid Content

The following must be prepared and submitted by the bidder:

- Attachment 2: Bid application – Evidence of Minimum Qualifications with resume or curriculum vita
- Attachment 3: Completed Qualifying Education and Experience Performance evaluation
- Attachment 4: Bid Cost Proposal
- Attachment 5: Disabled Veteran Business Enterprise
- Attachment 8: Bidder Certification Sheet
- Attachment 9: Bidder References
- Attachment 17: Payee Data Record (Std. 204)
- Attachment 18: Contractor Certification Clauses

All submitted bids should include a cover letter signed by a person authorized to bind the firm.

b. RFP Proposal Assembly

The above items must be submitted in four (4) separate envelopes. Please refer to Attachment 1 for specific instructions on how to assemble the bid.

c. Signature Requirements

An individual who is authorized to bind the bidding firm contractually shall sign Attachment 8, Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

d. When and Where to Submit the Bid

The RFP response must be received by the contact person on or before 3:00 p.m. on June 26, 2006. Bids not received by the date and time specified, or unsealed, or incomplete will be rejected. Incomplete or late bids will not be considered. Responses must be submitted to the following address:

Department of Consumer Affairs
Attn: Brian Dawley, Contracts Unit
1625 North Market Blvd., Suite S103
Sacramento, CA 958

3. Evaluation Process

An evaluation team committee will objectively evaluate each bid proposal. The objective of the evaluation process is to ensure that the contractor that is selected can perform inspections that

enable the Board to administer a high quality program to meet the Board's objectives at a competitive cost.

Initially, each portion of the bid is reviewed to determine whether proposers complied with all instructions and requirements and have been responsive to all elements of the RFP. Bids submitted that do not meet the basic requirements for responsiveness are eliminated from the entire evaluation process.

The evaluation process involves three stages of review, which are identified in Section D – Evaluation Process/Bidder Qualification beginning on page 7.

4. Hospital Inspection Program Funding

The Board has designated funding for the hospital inspection program. The Board will assign a specified number of inspections during each year of the proposed two-year contract. See Attachment 6 – Region Map, for approximate number of inspections in each region. The number of inspections assigned to each region is based on the percentage of premises within that region and the Bid Cost Proposal amount. The Board, at its discretion, may implement timelines for completing hospital inspections, and submission of invoices.

5. Cost of Developing Bid

The cost of developing a bid including interviews, postage and telephone calls are entirely the responsibility of the bidder and shall not be charged to the Board.

6. Rejection of Bids

A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Board may reject any or all bids and waive any immaterial deviation in a bid. The Board's waiver of immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.

7. Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this RFP will become the property of the Board, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The Board cannot prevent the disclosure of public documents, however, the contents of all bids, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bid, shall be held in the strictest confidence until the "Letter of Intent" is posted.
- b. Bid packages may be returned only at the bidder's expense, unless the Board waives such expense.

8. Award and Protest

- a. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the lowest bidder, the lowest bidder

- b. shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- c. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- d. If any bidder, prior to the award of agreement, files a protest with the awarding agency on the grounds that the (protesting) bidder is the lowest responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, Ziggurat Building, 707 Third Street, West Sacramento, CA 95605-2811. A copy of the written protest must be mailed to the Department of Consumer Affairs, Attn: Brian Dawley, Contracts Unit, 1625 South Market Blvd., Suite S103, Sacramento, CA 95834. It is suggested that you submit any protest by certified or registered mail.

- e. Upon award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the proposed Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

F. Standard Conditions of Service

1. Service shall be available no later than five days, or on the express date set by the Board and the proposed Contractor, after all approvals have been obtained and agreement is fully executed. Should the proposed Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the proposed Contractor, reserves the right to terminate the agreement. In addition, the proposed Contractor shall be liable to the Board for the difference between proposed Contractor's Bid Cost Proposal price and the actual cost of performing work by the second lowest bidder or by another contractor.
2. All performance under the agreement shall be completed on or before the termination date of the agreement.
3. The Board does not accept alternate language from a proposed contractor. A bid with such language will be considered a counter bid and will be rejected. The State of California's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet Site www.dgs.ca.gov/contracts.
4. No oral understanding or agreement shall be binding on either party.

G. Disabled Veteran Enterprise Program

The standard contract language for the Disabled Veteran Enterprise Program (DVBE) information can be found at the internet web site: www.osmb.dgs.ca.gov/dvbepp/program.htm.

To view the DVBE package and obtain the required submittal forms go to the web site listed above. Refer to the pages for additional Required Attachments that are part of this RFP Checklist Attachment 1.

The DVBE portion of this proposal must be completed or the proposal will be determined non-responsive.

H. Small Business Preference

The bid of a certified small business is reduced for evaluation purposes by 5 percent of the lowest cost offered by a non-certified small business. Bidders should indicate Small Business Certification on the Bid Cost Proposal form, Attachment 4. The bidder claiming the small business preference as described on Internet Website www.pd.dgs.ca.gov/smbus/sbcert.htm shall submit a copy of their current Office of Small Business Certification and Resources (OSBCR) certification approval letter or have a completed application on file with the State OSBCR by 3:00 p.m. on the deadline for submission of proposal, and be verified by that office as an approved application.

ATTACHMENT 1

How to Apply for the Hospital Inspector Position/Checklist

Persons interested in applying for the hospital inspector position should use the following as a guide on what forms to submit, how many copies are required and how the information should be packaged and mailed.

Required Attachment Overview/Bid Submission Instructions

The following is a checklist of the forms you are required to submit as part of the Bid package. If any of the following items are omitted from the bid, the bid will be considered incomplete and out of compliance with this RFP and may not be reviewed. Please review carefully and check each item before the bid package is mailed.	<u>Number of Copies</u>	<u>Checklist</u>
<u>Envelope 1</u> – Labeled "Minimum Qualifications" <i>Include:</i> 1. Signed cover letter 2. Attachment 2 - Bid Application and Resume/Curriculum Vitae	5	
<u>Envelope 2</u> – Labeled "Performance Evaluation" <i>Include:</i> 1. Attachment 3 – Qualifying Education and Experience Performance Evaluation Form	5	
<u>Envelope 3</u> – Labeled "Bid/Cost Proposal" <i>Include:</i> 1. Attachment 4 – Bid Cost Proposal for an Individual Hospital Inspection	5	
<u>Envelope 4</u> – Labeled "Required RFP Paperwork" <i>Include:</i> 1. Attachment 5 – Disabled Veteran Business Enterprise (DVBE) 2. Attachment 8 – Bidder's Certification Sheet <i>Note: an individual who is authorized to bind the binding firm contractually shall sign Attachment 8, Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.</i> 3. Attachment 9 – Bidder's References 4. Attachment 18 – contractor Certification Clauses (CCC 304) <i>Note: page 1 must be signed and submitted prior to the award of the agreement.</i>	1 2 (Original Signature) 1 1	
<u>Envelope 5</u> – Labeled "Hospital Inspection Program Proposal" <ul style="list-style-type: none"> Enclose the above 4 envelopes. 		

ATTACHMENT 2**(Bid) APPLICATION – Page 1****VETERINARY MEDICAL BOARD****HOSPITAL INSPECTOR (Contractor) POSITION**

PRINT OR TYPE

APPLICANTS NAME (LAST) (FIRST) (M.I.)

MAILING ADDRESS (NUMBER) (STREET)

(CITY) (STATE) (ZIP)

EMAIL ADDRESS

TELEPHONE NUMBER FAX NUMBER**PLEASE ANSWER THE FOLLOWING QUESTIONS**

1. Do you possess a valid and current veterinary license or registered veterinary technician certificate?

No _____ Yes _____ - License or Certificate number: _____

2. Do you have five (5) years of work experience in clinical practice within the previous seven years?

No _____ Yes _____ (Please indicate on page 2 and 3 of application)

3. Have you had any disciplinary action taken against your license or certificate in this or any other state or territory?

No _____ Yes _____

4. If you have ever been in a contract agreement with the State of California, have you ever had an unsatisfactory contractor evaluation filed with the Department of General Services, Office of Legal Services?

No _____ N/A _____ (Never had a contract with the State of California)

CERTIFICATION – IMPORTANT – PLEASE READ BEFORE SIGNING – If not signed, this application may be rejected.

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the Request for Proposal process with the Veterinary Medical Board. I authorize the employers and educational institutions identified on this application to release any information they may have concerning my employment or education to the State of California.

APPLICANT'S SIGNATURE

DATE SIGNED

APPLICATION – Page 2**ATTACHMENT 2 - CONTINUED****EDUCATION INFORMATION**

Name & Location Of Institution	Attendance		Course of Study	Date of Graduation	Degree Received
	From	To			

LICENSURE HISTORY

Please list all states/provinces where you have been or are currently licensed or registered:
(Attach additional page if necessary)

STATE/PROVINCE	LICENSE #	STATUS

EMPLOYMENT HISTORY (Please list most recent position first)**COMPLETE AND ATTACH RESUME OR CURRICULUM VITAE**

Please list your work experience for the last seven years:

FROM (M/Y)	TO (M/Y)	TITLE
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY NAME
SUPERVISOR	ADDRESS	
TELEPHONE NUMBER	CITY	STATE ZIP

FROM (M/Y)	TO (M/Y)	TITLE
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY NAME
SUPERVISOR	ADDRESS	
TELEPHONE NUMBER	CITY	STATE ZIP

APPLICATION – Page 3**ATTACHMENT 2 - CONTINUED**

FROM (M/Y)	TO (M/Y)	TITLE	
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY NAME	
SUPERVISOR		ADDRESS	
TELEPHONE NUMBER		CITY	STATE ZIP

FROM (M/Y)	TO (M/Y)	TITLE	
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY NAME	
SUPERVISOR		ADDRESS	
TELEPHONE NUMBER		CITY	STATE ZIP

FROM (M/Y)	TO (M/Y)	TITLE	
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY NAME	
SUPERVISOR		ADDRESS	
TELEPHONE NUMBER		CITY	STATE ZIP

FROM (M/Y)	TO (M/Y)	TITLE	
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY NAME	
SUPERVISOR		ADDRESS	
TELEPHONE NUMBER		CITY	STATE ZIP

ATTACHMENT 3**Qualifying Education and Experience
Performance Evaluation Form**

Please respond to the following by detailing how your education and/or experience apply to each. This should be typed on a separate paper and identified as category 1, 2 and 3.

Category 1 – 40 Points**Knowledge of current acceptable veterinary practice.**

Have knowledge of current acceptable veterinary practice including, but not limited to: record keeping; sanitation; building safety, standards regarding veterinary establishments; equipment used in veterinary hospitals; instrumentation use; treatment procedures; written record keeping requirements; drug dispensing and drug inventory requirements; RVT duties, unregistered assistant duties and scope of practice for each license type; inspection techniques and procedures for rules of evidence followed in court and administrative hearings; basic veterinary hospital management principles, e.g., veterinarian/client/patient relationship, proper patient management; acceptable housing standards; and narcotic logs.

Category 2 – 40 Points**Knowledge of the laws relating to the practice of veterinary medicine.**

Conduct hospital inspections to assure compliance with the provisions of the business and Professions Code, California Code of Regulations, and Health and Safety Code. Knowledge of the laws relating to the practice of veterinary medicine.

Category 3 – 15 Points**Understand the necessity of maintaining the minimum standards of practice.**

Understand the necessity of maintaining the minimum standards of practice of veterinary hospitals through the hospital inspection program and understand the Veterinary Medical Board's role as a regulatory agency and its responsibility to consumers of veterinary services and the veterinary medical profession.

Quality of Proposal – 5 Points

- Organization and specificity of the bid
- Ability of the bidder to communicate clearly and demonstrate understanding of the inspection program.

NOTE: Performance evaluations are scored based on how the bidder's education and experience best qualifies them within each category. You must obtain an average minimum score of 85 to proceed to the third stage of the process, which is the bid opening. Proposals not reaching a minimum average score of 85 will have the cost portion of the bid returned unopened.

ATTACHMENT 4**BID COST PROPOSAL**

Bidders are paid on a per-hospital-inspection basis. **The bid submitted shall include the cost of the initial hospital inspection and a second follow-up compliance inspection**, if necessary. In some instances, the inspector may determine that a letter of compliance is more appropriate than a re-inspection. If a letter of compliance is the method chosen, it is the inspector's responsibility to send out any necessary correspondence and to ensure that the board receives the appropriate compliance documentation. If the compliance documentation is not adequate the Board may require a second inspection. The cost of the second inspection must be included in the original bid.

If the second inspection reveals non-compliance, the inspector must document the violations and forward the inspection report to the board. If the board requires a third inspection, the board will reimburse the inspector's expenses.

The bid must **also** include the cost of travel, i.e., mileage, lodging, meals, and postage, office supplies, and telephone expenses.

BID AMOUNT

Bids may be submitted for a maximum of two (2) regions.

_____ REGION 3 TOTAL BID PER HOSPITAL INSPECTION: \$ _____

_____ REGION 4 TOTAL BID PER HOSPITAL INSPECTION: \$ _____

_____ REGION 5 TOTAL BID PER HOSPITAL INSPECTION: \$ _____

SMALL BUSINESS INFORMATION

Are you a certified small business contractor?

No ☐

Yes ☐ Small Business Certification No. _____

Certified Copy of OSBCR Letter required with bid.

ATTACHMENT 5

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

DVBE PARTICIPATION FORMS AND INSTRUCTIONS

STD 840 DVBE PARTICIPATION SUMMARY (PAGE 1) REQUIRED

GOOD FAITH EFFORT DOCUMENTATION – EXHIBIT A (3 PAGES)

[REFER TO WEB SITE: <http://www.pd.dgs.ca.gov> to meet this requirement.]

ATTACHMENT 6
REGION MAP



REGION	COUNTIES	Maximum Budget per Region Per FY
1	Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sonoma, Sutter, Tehama, Trinity, Yolo, and Yuba.	CONTRACTOR CURRENTLY ASSIGNED TO THESE REGIONS
2	Alameda, Contra Costa, Marin, San Francisco, San Joaquin, San Mateo, Santa Clara, Solano	
3	Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, Tuolumne	\$10,500
4	Los Angeles, San Bernardino, Ventura	\$18,750
5	Imperial, Orange, Riverside, San Diego	\$17,250

The number of inspections assigned to each region will vary depending on the actual cost of the per hospital inspection bid. The total contract amount available for each region is identified above.

ATTACHMENT 7⁵

STATE OF CALIFORNIA-STATE AND CONSUMER SERVICES AGENCY

Gray Davis, Governor



VETERINARY MEDICAL BOARD
1420 HOWE AVENUE, SUITE 6
SACRAMENTO, CA 95825
(916) 263-2610/ FAX (916) 263-2621
INSPECTION REPORT



Inspection No. _____
Inspector I.D. # _____
☐ INITIAL INSPECTION
☐ ROUTINE INSPECTION
☐ CHANGE OF OWNERSHIP
☐ FOLLOW-UP INSPECTION
☐

NAME OF FACILITIES				CERTIFICATE NO.	
ADDRESS (STREET AND NUMBER)		CITY		ZIP CODE NO.	
NAME OF OWNER OR MANAGING LICENSEE			TELEPHONE NO.		LICENSE NO.
LICENSED EMPLOYEES AND ASSOCIATES	LICENSE NO.	OTHER EMPLOYEES	TITLE		

Check Types of Facilities:

☐ BUILDING ☐ KENNEL ☐ MOBILE UNIT ☐ LARGE ☐ SMALL ☐ COMBINED

	SAT	UNS		SAT	UNS
PROFESSIONAL LICENSE DISPLAYED			Endotracheal Tubes 2032.4(b)(5)		
DVM & RVT 4850			Resuscitation Bogs 2032.4(b)(5)		
Premises License Displayed 4850			PRACTICE MANAGEMENT		
Correct Address of Licensee 4852			Notice of No Staff on Premise 2030(d)(3)		
STANDARDS FOR BUILDINGS AND GROUNDS			After Hours Referral 2030(e)		
Lighting Indoor Exam & Surgical Rooms 2030(a)			Veterinary Reference Library 2030(f)(9)		
Reception Room/Office 2030(b)			Recordkeeping 2032.3		
Exam Room 2030(c)			Expired Drugs 2032/B&P 4342		
Compartments 2030(d)(1)			Drug Log B&P 4081		
Contagious Facilities 2030(d)(2)			Drug Security Controls, CFR 1301.75		
Fire Precautions 2030(f)(1)			SANITARY CONDITIONS		
Temp & Ventilation 2030(f)(2)			Waste Disposal 2030(f)(3)		
X-Ray 2030(f)(4)			Disposal of Animals 2030(f)(7)		
Laboratory Services 2030(f)(5)			Sterilization of Equipment 2030(f)(8)		
Separate Surgery 2030(g)(1)			Anesthetic Equipment 2030(f)(10)/2032.4(b)(4)(5)		
Surgery Lighting/Emergency 2030(g)(2)			Surgical Packs 2030(g)(5)		
Floors, Table & Counters 2030(g)(3)			Sterilization Indicators 2030(g)(6)		
Exercise Runs 2030.1(a)			Sanitary Mask, Cap, Gown, & Surgical Gloves 2030(g)(7)(A)&(B)		
Freezer 2030.1(b)			MOBILE		
Oxygen Equipment 2030(f)(11)			Hot & Cold Water 2030.2(a)(1)		
Emergency Drugs & Equipment 2030(f)(12)			110-Volt Power 2030.2(a)(2)		

DATES OF INSPECTION: INITIAL

TIME INSPECTION STARTED: _____	COMPLETED: _____	COMPLIANCE (PLACE STAMP OF APPROVAL)
OBSERVATIONS: _____		

FOLLOW-UP INSPECTION DATE: _____

OBSERVATIONS: _____

Was the managing licensee present at the time of inspection? ☐ YES ☐ NO

INSPECTED BY _____	DATE _____
ACKNOWLEDGED BY _____	

REV. 7/00 DISTRIBUTION: WHITE - BOARD, CANARY - INSPECTOR, PINK - LICENSEE, GOLDENROD - BOARD

ATTACHMENT 8**BIDDER CERTIFICATION SHEET**

This Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Bidder Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Veterinary Medical Board State License Number	10. PUC License Number CAL-T-	11. Required
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ </div> </div>		
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSBCR, if an application is pending:</p>		

Completion Instructions for Bidder Certification Sheet

Complete the numbered items on the
Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 9

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

1. List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

ATTACHMENT 10**Sample Standard Agreement**

AGREEMENT NUMBER

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount \$
Of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Page(s)

Exhibit B – Budget Detail and Payment Provision

Page(s)

Exhibit B, Attachment Number 1,– Costs

* Exhibit C – General Terms and Conditions

(Number)

(Dated)

Exhibit D – Special Terms and Conditions

Page(s)

*View at www.dgs.ca.gov/contracts**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.****CONTRACTOR**

CALIFORNIA

Department of General Services

Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

☐ Exempter

ATTACHMENT 11

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to Department of Consumer Affairs (DCA), Veterinary Medical Board, Veterinary Medicine Hospital Inspection Program as described herein.
2. The services shall be performed for DCA, Veterinary Medical Board, at the chosen site location in the regions bid upon in Attachment 6.
3. The services shall be held during various working hours, evenings and weekends..
4. The project coordinators during the term of this agreement will be:

Department of Consumer Affairs
Veterinary Medical Board

(Contractor)

Name: Deanne Pearce
Phone: 916-263-2622
Fax: 916-263-2621

Name:
Phone:
Fax:

Direct all agreement inquiries to:

Department of Consumers Affairs
Contracts Unit

(Contractor)

Attention: Brian Dawley
Address: 1625 North Market Blvd., Suite S103
Sacramento, CA 95834
Phone: (916) 574-7296
Fax: (916) 574-8658

Name:
Address:
Phone:
Fax:

5. A description of services will be provided below with deliverables and end dates.

**ATTACHMENT 12
EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS**

Contractor shall submit written progress reports to the State that include an invoice to be paid in areas for each activity performed by contractor. The inspector must submit an invoice for payment that includes the contract number and total number of inspections submitted for payment. An invoice for payment should NOT be submitted until the hospital is approved, a letter of compliance received, or a follow-up inspection has been conducted and a report is completed. Each Invoice is evaluated by both the board-designated liaison and the Executive Officer before payment. Inspectors will be paid within 75 days of submission of a correct invoice to the board

1. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than monthly in arrears to:

Department of Consumer Affairs
Veterinary Medical Board
Agreement Number: _____
1420 Howe Avenue, Suite 6
Sacramento, CA 95825

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. **COST BREAKDOWN:** The maximum amount payable to this Contractor shall be: \$_____.

Region 3: FY 1: FY 2:
 Region 4: Region 5:

5. **PROGRESS PAYMENTS:** The State agency will determine what the Contractor has earned during the period for which payment is being requested on the basis of the agreement terms and shall retain out of such earnings an amount at least equal to 10 percent thereof, pending satisfactory completion of the entire agreement. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

ATTACHMENT 13**COSTS**

The Inspector (Contractor) will be paid on a per-hospital-inspection basis. The Costs shall include the cost of the initial hospital inspection and a second follow-up compliance inspection, if necessary. In some instances, the inspector may determine that a letter of compliance is more appropriate than a re-inspection. If a letter of compliance is the method chosen, it is the inspector's (Contractor's) responsibility to send out any necessary correspondence and to ensure that the board receives the appropriate compliance documentation. If the compliance documentation is not adequate the Board may require a second inspection. The cost of the second inspection must be included in the original bid.

If the second inspection reveals non-compliance, the inspector must document the violations and forward the inspection report to the board. If the board requires a third inspection, the board will reimburse the Inspector's (Contractor's) expenses.

These costs include the cost of travel, i.e., mileage, lodging, meals, and postage, office supplies, and telephone expenses, at rates that are established by the State of California State Personnel Board.

COST AMOUNT

Costs are submitted for a maximum of two (2) regions. These rates are consistent for each subsequent State Fiscal Year of the contract.

_____ REGION 3 TOTAL BID PER HOSPITAL INSPECTION: \$ _____

_____ REGION 4 TOTAL BID PER HOSPITAL INSPECTION: \$ _____

_____ REGION 5 TOTAL BID PER HOSPITAL INSPECTION: \$ _____

ATTACHMENT 14

EXHIBIT C, GENERAL TERMS AND CONDITIONS

REFER TO THE WEB SITE:

www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm

ATTACHMENT 15**EXHIBIT D****SPECIAL TERMS AND CONDITIONS**

1. **LIABILITY FOR NONCONFORMING WORK:** The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.
2. **IMPRACTICABILITY OF PERFORMANCE:** This Contract may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
3. **LICENSES AND PERMITS:** The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) and/or permits(s) expire at any time during the term of this Contract, Contractor agrees to provide the State a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permits(s), the State may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

4. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
5. **FORCED, CONVICT, AND INDENTURED LABOR:** Contractor certifies that no foreign-made equipment, materials or supplies furnished to the State pursuant to the Contract will be produced in whole or in part by forced labor, convict labor, or indentured labor indentured sanction. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 6108.

Any Contractor contracting with the State who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a Contract pursuant to the above paragraph, may, subject to PCC Section 6108, subdivision (c), have any or all of the following sanctions imposed.

The Contract under which the prohibited equipment, materials or supplies were provided may be voided at the option of the State agency to which the equipment, materials or supplies, or supplies were provided.

The contractor may be assessed a penalty which shall be the greater of \$1,000 or an amount equaling 20 percent of the value of the equipment, materials, or supplies that the State agency demonstrates were produced in whole or in part by forced labor, convict labor, or induced under penal sanction.

The contractor may be removed from the bidder's list for a period not to exceed 360 days.

6. INSURANCE REQUIREMENTS: If it is required in the solicitation that the Contractor carry insurance, the Contractor shall furnish to the State a certificate of insurance stating that there is general liability and/or automobile liability insurance presently in effect of the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work shall be performed prior to approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this contract.

7. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE): To the best of the Contractor's ability, Contractor shall fulfill his/her obligations in dispensing that portion of the Contract amount to the DVBEs as identified in the reply to the DVBE Mandatory Participation Requirements. Said reply by reference is a part of this Contract and is on file and available for review Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. at the Contracting location.

In the event the Contract is amended to increase the amount, Contractor will be required to comply with the State's DVBE participation requirements for the amended amount.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Contract. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. And Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of 3 years after final payment under the Contract (Title 2, CCR Section 1896.75).

Contractor agrees that in the event the Contract is amended to exceed \$15,000, Contractor shall comply with the State's DVBE participation requirements as set forth in Public Contract Code Section 10115 et seq.

8. SETTLEMENT OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Consumer Affairs, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or her designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

9. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by

law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10. EVALUATION OF CONTRACTOR: Performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00
11. POTENTIAL SUBCONTRACTORS: Nothing contained in this agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the contractor of its responsibilities and obligations hereunder. The contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons directly employed by the contractor. The contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the contractor, as a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

ATTACHMENT 16

EXHIBIT E

ADDITIONAL PROVISIONS

1. RIGHT TO TERMINATE: The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

2. LIABILITY FOR LOSS AND DAMAGES: Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Contract.
3. CONFIDENTIALITY OF DATA: No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Contract shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Contract is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

ATTACHMENT 17**STATE OF CALIFORNIA PAYEE DATA RECORD****(Required in lieu of IRS W-9 when doing business with the State of California)****STD. 204 (REV. 2-99) NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form. SECTION 1 must be completed by the requesting state agency before forwarding to the payee.**

PLEASE RETURN TO:	1	DEPARTMENT/OFFICE Department of Consumer Affairs	PURPOSE: Information contained in this form will Be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse)</i>
		STREET ADDRESS 400 R Street, Suite 2000	
		CITY, STATE, ZIP CODE Sacramento, CA 95814	
		TELEPHONE NUMBER Connie De Leon at FAX (916) 327-2861	

2	PAYEE'S BUSINESS NAME
SOLE PROPRIETOR--ENTER OWNER'S FULL NAME HERE (<i>Last, First, M.I.</i>)	
MAILING ADDRESS (<i>Number and Street or P. O. Box Number</i>)	
<i>(City, State and Zip Code)</i>	

PAYEE ENTITY TYPE	3	CHECK ONE BOX ONLY	Note: State and local governmental entities, including school districts are not required to submit this form.	
		<input type="checkbox"/> MEDICAL CORPORATION (Including dentistry, podiatry, Psychotherapy, optometry, chiropractic, etc.)		<input type="checkbox"/> PARTNERSHIP
		<input type="checkbox"/> EXEMPT CORPORATION (Nonprofit)		<input type="checkbox"/> ESTATE OR TRUST
		<input type="checkbox"/> ALL OTHER CORPORATIONS		<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR

PAYEE'S TAXPAYER I.D. NUMBER	4	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse)		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
		FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN)	SOCIAL SECURITY NUMBER	
		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
		IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNER-SHIP, ESTATE OR TRUST, ENTER FEIN.	IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN.	

PAYEE RESIDENCY STATUS	5	CHECK APPROPRIATE BOX(ES)	a. An estate is a Resident if decedent was a
		<input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	
		<input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject To state withholding	
		<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED	
		<input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	

CERTIFYING SIGNATURE	6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.	
		AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	
		SIGNATURE	TITLE

ATTACHMENT 18

CONTRACTOR CERTIFICATION CLAUSES (CCC-304)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c) Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which at orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
7. SWEATFREE CODE OF CONDUCT:
 - a) All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
8. DOMESTIC PARTNERS: Commencing on July 1, 2004, Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic

partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:
(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 19

SAMPLE INSPECTION INVOICE

VETERINARY MEDICAL BOARD

1420 Howe Avenue, Suite 6
Sacramento, CA 95825

INSPECTOR:

SOCIAL SECURITY NO.:

CONTRACT NO.:

INVOICE #:

REGION: _____

Total number of hospital inspections completed : _____

Cost per Hospital: _____

Invoice Total: _____

AMOUNT TO PAY: _____

Inspector Signature

Date

ENFORCEMENT TECHNICIAN

APPROVED: _____ DATE: _____

EXECUTIVE OFFICER

APPROVED: _____ DATE: _____